

Bid Package for Sale of One Boeing 737-700 Aircraft (MSN 34263)

The Export-Import Bank of the United States ("Ex-Im Bank") is offering for sale one (1) Boeing 737-700 aircraft (MSN 34263) (the "Aircraft"). Due to the large number and varied locations of the interested parties, individual bid packages will not be sent.

The Aircraft was delivered to the previous operator in July 2005. The Aircraft's maintenance and records were managed by Compagnie Royal Air Maroc (RAM). The Aircraft is currently located in a maintenance facility in Perpignan, France.



Timeline for Bidding Process

July 15, 2010	Preliminary bids due from interested parties
July 21, 2010	Ex-Im Bank informs bidders of their status
Deposit due before Aircraft inspection, but no later than August 4, 2010	Final bidders i) make USD \$500,000 initial deposit, ii) submit evidence of ability to make full payment of bid amount, and iii) provide other due diligence information as requested by Ex-Im Bank
July 26, 2010 through August 6, 2010	Final bidders inspect aircraft and records, no sooner than July 26, 2010. Inspection of the Aircraft is at the Final bidders' own cost and expense.
August 16, 2010	Final bidders submit best and final offer
August 20, 2010	Ex-Im Bank informs tentative "winning" final bidder
August 27, 2010	"Winning" final bidder submits USD \$1,000,000 closing deposit
September 30, 2010	Final sale date

Below are the general criteria that Ex-Im Bank will utilize in reviewing offers to purchase the Aircraft:

- Ex-Im Bank is soliciting offers for the Aircraft on an "as is, where is" basis.
- Ex-Im Bank may consider offers that are contingent upon assuming the existing financing for this Aircraft. The current Ex-Im Bank financing is a Euro denominated loan at a 3.11% fixed interest rate and final maturity date of July 7, 2017. Bidders including the financing assumption contingency must demonstrate excellent creditworthiness and include substantial proof of their repayment ability in the initial bid.
- **Ex-Im Bank will not, however, entertain offers that are contingent upon new financing or that envision any participation by Ex-Im Bank in a new financing transaction to purchase the Aircraft.**
- Ex-Im Bank will accept a contingency based upon an inspection of the Aircraft and its records.
- Ex-Im Bank will only have discussions with principal buyers or fully mandated brokers.

If, following the completion of this solicitation process, Ex-Im Bank determines that no offers submitted are acceptable, Ex-Im Bank reserves the right to withdraw the Aircraft from sale and consider other options.

The seller of the Aircraft shall be Ex-Im Bank's security trustee under the financing structure that was established when the Aircraft was delivered to the former operator. The security trustee will convey full legal and beneficial title to the aircraft free from all liens, encumbrances and rights of others created by Ex-Im Bank. Neither the seller nor Ex-Im Bank will provide any additional warranty or indemnity with respect to the Aircraft, its records, or any part thereof.

Interested parties will have until 5pm (Washington D.C. time) on July 15, 2010 to submit a bid for the Aircraft. As noted above, acceptable contingencies in the offers will be for the inspection of the Aircraft and its records and for the assumption of the existing financing by creditworthy borrowers. Only bids submitted via e-mail to aircraftbids@exim.gov will be considered. All communications with Ex-Im Bank concerning the process must be submitted via e-mail to aircraftbids@exim.gov.

All parties who submit a bid pursuant to the specified procedures will be notified of the status of their bids no later than 5pm (Washington D.C. time) on July 21, 2010. Ex-Im Bank will review the bids and the bidders that offer the highest bids and/or the best combination of offered price and least contingencies (each a "Final Bidder") will be permitted to make a best and final offer. Ex-Im Bank, in its sole discretion, may determine the concluding number of "Final Bidders."

Each Final Bidder will be required to make a deposit of USD \$500,000 (the "Initial Deposit") prior to any inspection of the Aircraft and its records. Prior to any inspection of the Aircraft and its records, each Final Bidder will also be required to submit evidence of its ability to make full payment of the bid amount and provide additional due diligence information as Ex-Im Bank may have requested. The Initial Deposit is due no later than August 4, 2010.

Failure by any Final Bidder (i) to make the Initial Deposit, or (ii) to provide evidence, satisfactory to Ex-Im Bank, of its ability to make full payment of the bid amount, or (iii) to provide such additional due diligence information as may be requested by Ex-Im Bank shall disqualify such Final Bidder from further consideration.

Each Final Bidder wishing to inspect the Aircraft and records will be given an opportunity between July 26, 2010 and August 6, 2010 to complete its inspection. Ex-Im Bank's representative shall coordinate the inspection process, and the Final Bidders shall not communicate directly with the storage facility to arrange inspection. Ex-Im Bank will provide to each Final Bidder the details for making the Initial Deposit and, subsequent to the Initial Deposit being made by such Final Bidder, will provide each such Final Bidder with the contact details of Ex-Im Bank's representative who will arrange an inspection of the Aircraft, if requested.

Following the inspection of the Aircraft and its records, if requested, the Final Bidders will have until 5pm (Washington D.C. time) on August 16, 2010 to submit their best and final offers.

Ex-Im Bank will notify each Final Bidder whether it is the tentative winner of the bid process by 5pm (Washington D.C. time) on August 20, 2010.

The "winning" Final Bidder will be notified and required to deposit an additional USD \$1,000,000 (the "Closing Deposit") into the deposit account no later than August 27, 2010. Further, at that time the Initial Deposit of the "winning" Final Bidder will be paid over to the seller as a non-refundable, good faith down payment on the Aircraft. A closing date will then be set as soon as practicable and sale documentation will be distributed, but in no event shall the final sale date be delayed beyond September 30, 2010.

Ex-Im Bank's legal expenses are for the account of the "winning" Final Bidder.

Each Final Bidder not selected as the tentative winner can elect whether to have its Initial Deposit returned promptly or only upon final closing of the sale to the winning bidder. If, for any reason, the sale of the Aircraft to the selected "winning" Final Bidder does not close, Ex-Im Bank, in its sole discretion, will elect whether to proceed to the next highest Final Bidder whose Initial Deposit remains on account or to terminate the process. At the point that the Aircraft is conveyed to a "winning" Final Bidder, each remaining Initial Deposit will be returned to the respective "losing" Final Bidders.

Ex-Im Bank, in its sole discretion, reserves the right to reject any and all bids and/or to terminate the sale process at any time.

Ex-Im Bank does not warrant, and makes no representation as to, the accuracy, completeness, currency or reliability of any information (whether contained in a document or otherwise) that may be provided or made available to any person or entity in connection with the marketing, sale or due diligence process in respect of, the Aircraft ("Information"). Any liability on the part of Ex-Im Bank for any loss or damage suffered or incurred by the recipient of any Information or any other person as a result of or arising out of that recipient or other person placing any reliance on the Information or its accuracy, completeness, currency or reliability, except to the extent (if at all) that such Information is the subject of a warranty under a sale and purchase agreement ("Liability") is hereby disclaimed to the full extent permissible by law. Any and all Information is provided or made available on the condition that the person to whom it is provided or made available releases Ex-Im Bank from, and covenants not to commence any legal proceedings or other steps to enforce, any Liability that Ex-Im Bank would otherwise have.